

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE**

April 2000

THIS IS NOT A SOLICITATION OR CONTRACT

**Prospectus No. 50-M-APHIS-00
Treatment for Control of Asian Longhorned Beetle
in the States of Illinois and New York**

The U.S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Marketing and Regulatory Program (MRP) Business Services, will be contracting for treatments for the control of the Asian longhorned beetle (ALB), *Anoplophora glabripennis* (Motschulsky), for the Plant Protection and Quarantine (PPQ) programs in the States of Illinois and New York. This prospectus is intended solely for preapproved contractors on the APHIS Qualified Bidder's List (QBL) that may be competing for ALB treatment contracts. Retain this prospectus for future reference. All applicable clauses, provisions, and specifications contained in the prospectus will be incorporated by reference into solicitations, and any resultant contracts, and will be in full force and effect. Site specific information will be provided with each request for quotations (RFQ) or request for proposals (RFP) issued by APHIS for treatment of ALB. However, if time permits, we suggest you also visit the treatment site to familiarize yourself with the job prior to submitting an offer and entering into a contract. Facsimile offers will be accepted.

All representations and certifications, as provided with your application for consideration for the QBL, will be applicable to all solicitations and contracts referencing this prospectus. Procurements will be made using either simplified acquisition procedures or negotiated procedures, depending on the treatment site, in accordance with Federal Acquisition Regulation (FAR), Parts 13 or 15. There will be no public opening, therefore, no information will be provided until after award. It is the responsibility of each offeror to advise the Contracting Officer in writing of any changes to their representations and certifications submitted for consideration for the QBL.

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**PERFORMANCE WORK STATEMENT
(Control Treatments for Control of Asian Longhorned Beetle)**

I. BACKGROUND

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection service (APHIS), in conjunction with Illinois and New York officials, is planning a program to apply a systemic insecticide (Imidacloprid), for the control of the Asian longhorned beetle (ALB), *Anoplophora glabripennis* (Motschulsky). The program is intended to reduce the potential for damage from this major pest of trees.

ALB currently infests several areas in the States of New York and Illinois. This spring, APHIS, plans to apply control measures on up to 10,000 trees in portions of the Greenport Section of Brooklyn; Manhattan; Amityville, and Islip, Long Island; Lindenhurst; and Bayside and Flushing, Queens. In Chicago, Ravenswood, Addison (DuPage County), Summit, and Park Ridge are the areas scheduled for control activities. The trees have an average *diameter at breast height* (d.b.h.) of 16 inches. Depending upon the results of ongoing detection surveys, chemical treatments may be applied to trees in other areas within a 50 mile radius of New York City, New York, and Chicago, Illinois.

The ALB bores into and kills a variety of tree species including species of maple, elm, ash, horsechestnut, birch, poplar, and willow. This nonnative pest has the potential to spread to other areas of the United States and cause extensive losses to ornamental and commercial tree species. As a consequence, the Secretary of Agriculture has declared an emergency and is committing resources to eliminate ALB and restore the urban forest.

II. SCOPE OF WORK

This document is a prospective containing regulations, terms and conditions for treatment contracts awarded by APHIS for control of ALB in the States of New York and Illinois. Individual treatment contracts will be awarded for soil injection using Merit 75 WP or Mauget trunk injection using Imicide 4 ml. Mauget injectors.

APHIS will solicit offers only from preapproved companies on the APHIS Qualified Bidders List (QBL). Therefore, more than one contract may be awarded based on the number of treatment sites requiring chemical treatment and scheduling. Site specific information (i.e. essential data/ bid sheets, maps, etc.) will be provided to companies on the APHIS QBL by means of an RFQ or RFP as it becomes available, unless a solicitation for a specific treatment site is identified for an 8(a), HubZone, or small business setaside., etc.

The terms and conditions of this prospectus shall remain in full force and effect through December 31, 2000.

III. WORK HOURS/TIMING AND SEQUENCE OF APPLICATIONS

Generally, all treatments will be scheduled for Mondays through Fridays between dawn and 6:00 P.M., depending on site conditions and method of treatment, except for Federal or State Holidays. Due to the emergency nature of the ALB treatment program, and potential for infestation of ALB, APHIS may require the Contractor to work beyond 6:00 P.M. or on Saturday, Sunday, or Federal or State Holidays. It is anticipated that treatments will be applied from approximately late April to mid-June, prior to adult emergence and flight which begins in late spring and early summer. Additional applications may be requested throughout the summer and fall on an as needed basis. Depending upon the results of residual activity monitoring, treatments may be repeated in the same areas at annual or greater intervals. There are numerous biological and entomological factors that determine the time and sequence of treatments.

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IV. PREPARATION

APHIS Project Managers will prioritize sites to be treated and notify residents and businesses in treatment areas at least 48 hours prior to the time treatment will occur. Each resident or business will be provided with information concerning the ALB, the treatment that will be used, and a number to call for additional information. All properties with host trees within the control zone will be identified. Hosts will be identified as to genus (species) and measured for d.b.h. Each host tree will be marked with a spot of blue paint about 3 inches in diameter and 6 inches from the base of the tree. The mark will be placed on the tree to be visible from either the street or the alley, depending on the location of the tree on the property. Treatment sites include, but are not limited to, street trees, private property trees, median trees, alley trees, park district trees, and public school trees.

V. CONTRACTOR PERFORMANCE REQUIREMENTS

The Contractor shall provide all personnel, labor, supervision, supplies, facilitating equipment, and materials required to apply pesticides for the control of ALB, in accordance with this “performance work statement (PWS)”. The contract price shall include all costs associated with the performance of, any and all, contracts awarded for the control of ALB in the States of Illinois and New York, including but not limited to, furnishing and transporting personnel and equipment, materials (including insecticides/pesticides) necessary to chemically treat trees on public and private property, insurance, licenses, permits, fees, tolls, general and administrative, and other such costs normally required to perform the services specified herein.

The Contractor shall apply a systemic insecticide, Imidacloprid, to control ALB, using either soil injection, or Mauget trunk injections, to deliver the pesticide. The method (soil injection or Mauget trunk injection) to deliver the pesticide will be determined by APHIS, and specified in solicitations issued for each treatment site.

The Contractor is responsible for documenting treatments completed each day and providing this documentation to the COR, or designated APHIS representative, at the end of each treatment day. The following information is required for each treated tree: Address, tree species, date and time of treatment (beginning and ending), type of treatment, tree d.b.h., number of Mauget units applied per tree with trunk injection, grams of Merit 75WP applied per tree with soil injection..

VI. SOIL INJECTION

Merit performs best when placed precisely in contact with fine roots. Inject 2 quarts per 1 inch of trunk diameter (d.b.h.) Make one hole (two quarts per hole) per inch of trunk d.b.h. Apply to a depth of 6 to 12 inches in a circle around the host tree. Holes shall be spaced approximately 36 inches apart. A second circle may be necessary and can be applied outward from the first one. As a rule, the first circle will be about three feet from the trunk, and for larger trees, the second circle will be out another three feet from the first one, or six feet from the trunk. For trees less than two inches d.b.h., make a minimum of four injections around the plant.

In certain soil types, or where compaction has occurred, application of 2 quarts of treatment mixture per hole may result in the treatment mixture bubbling up to the surface and, thus, increased exposure to the public and environment. When this occurs, the applicator can apply 1 quart of mixture per hole and double the number of holes per inch of d.b.h.

It is critical that material injected into each hole overlap with that injected in to the adjacent hole. The use of moderate pressure will force the material out to approximately 1.5 to 2.0 feet in radius from the injection hole and aid in the overlap in moist soils. The material shall not be applied if soil conditions are dry. If dry conditions exist, the Contractor shall irrigate the soil under the tree. These application pattern instructions are important to ensure even distribution of the Merit solution around the plant for uptake throughout the tree.

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Immediately after treatment, lawn markers (pesticide treatment signs) must be placed at four points around each treated tree at the outer edge of the treated area. Description of the lawn marker, and removal of the lawn marker, shall be in accordance with the Illinois Lawn Care Products Application and Notice Act for lawn treatments performed in the State of Illinois.

Soil injection treatments can take place throughout the daylight hours. Trees not suitable for soil treatment (too much blacktop or cement surrounding the tree trunk) will receive the Mauget treatment.

Prior to any treatment, the equipment shall be calibrated with water to determine proper delivery of the amount of material needed per hole. The following calibration procedures are recommended:

1. Ensure equipment is in good operating condition. Remove all screens from the system. The WP formulation will clog screens.
2. Fill the spray tank with clean water.
3. Determine the amount of solution required for each injection hole. The volume per injection may need to be adjusted due to soil type and condition, but 2 quarts of solution per injection hole is recommended. If the amount of solution is decreased from 2 quarts per hole, the amount of Merit must remain constant at 1.89 grams of formulation per inch of d.b.h.
4. Start up the sprayer and collect water into a container. Time how many seconds it takes to deliver injection volume determined in Step 3.
5. Repeat Step 4 at least 3 times at the same pressure, and with the same injector probe. Take an average of the recorded delivery times to produce the desired amount.

Thus, by counting the number of seconds (as determined in Step 5) during application, the approximate amount of solution per injection site can be determined. The amount delivered into the soil may be less than calibrated because the soil restricts the flow rate out of the injector tip. Loose and sandy soils accept injection flow better than heavy soils. A more accurate method to monitor the amount of material injected into the soil can be achieved by using a flow meter at the control valve on the injector probe.

To maintain uniform application of the proper amount of treatment mixture, applicators shall periodically check vent holes in the injector and clean any holes that become clogged with soil.

VII. MAUGET TRUNK INJECTION

The Contractor shall use Imicide capsules with the Mauget trunk micro-injection system to treat urban and rural trees as needed. The 4 ml capsules will contain a 10% formulation of imidacloprid and will be applied at the rate of one capsule per two inches of d.b.h. The number of Mauget's to use per tree is determined by dividing the d.b.h. of the tree by two. A tree with a d.b.h. of 20 inches would require 10 Mauget dispensers.

Once the tree d.b.h. has been determined, the Contractor shall place the dispensers on the ground around the tree in the root flare areas that will result in the best distribution of the material throughout the tree; close to the soil (2 to 6 inches above the soil-wood line). It is very important not to place the dispensers in valleys as poor distribution of the material will occur. If necessary, more than one dispenser can be placed in one root flare area.

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Activate the dispenser by hitting the top of the dispenser with a rubber mallet, or by pressing between the hands. Using a drill with a 11/64 or 3/16 bit, drill a hole approximately 0.5 to .75 inches deep on a 45 degree angle to the main trunk where each dispenser is to be placed. The hole should extend just into the tree xylem area. Then insert the dispenser tube firmly into the micro injection unit and seat snugly into the hole in the tree. Tap the barrel section lightly with a rubber mallet to firmly seat the micro injection unit in the hole. A popping sound will be heard if the unit is properly in place. If not installed correctly, the material will not go into the tree and may possibly leak and cause environmental contamination.

Once treated, a sufficient amount of time is allowed for the material to empty out of the micro injection unit and into the tree. This can vary depending on the time of the year, weather conditions, and tree species. Moist soil conditions facilitates the emptying of the micro injection units. At the time of notification of treatment, APHIS will encourage residents and landowners to water soil under the trees to increase the effectiveness of the treatment.

The Contractor shall flag the treated tree with yellow plastic forestry tape (1 inch or wider) during treatment. The tape shall be removed when the Mauguet units are removed. The micro injector units shall remain on the treated trees until empty. If a unit, or units, have not emptied at the end of a 4-hour period, remove the unit(s) and note on the daily report the location of the tree and the approximate percentage of material remaining in each capsule. The amount of time can vary depending on the time of the year, weather conditions and tree species. The time required for complete dispersion of the material into the tree will vary from ½ hour to over four hours. APHIS requires all Mauguet trunk injection treatments to be completed by 2:00 P.M. to ensure the material is emptied out of the micro injection unit and into the tree. Micro injection units must be completely emptied by 6:00 P.M. daily.

Contractor personnel must be trained by the J.J. Mauguet Company before they attempt to do this type of treatment.

VIII. SAFEGUARDING AND DISPOSAL OF MAUGET TRUNK MICRO INJECTION UNITS

The Contractor is responsible for safeguarding the Mauguet trunk injection units during treatment, watching or guarding treated trees until Mauguet micro injectors are emptied, removing the micro injectors from treated trees, and properly disposing of injection units. The Contractor shall provide personnel to ensure that all Mauguet micro injectors are not disturbed by people or animals during treatment (which may take up to 4 hours). The Contractor shall bury used or empty Mauguet injection units in an EPA approved landfill or burn in an incinerator approved for pesticide destruction, according to all applicable Federal, State, or Local laws. There shall be no Mauguet micro injectors left at a treatment site. Containers shall not be reused.

Persons designated for safeguarding trees may be assigned up to 10 treated host trees, provided all are within line of sight and within a maximum 100 ft. radius of a centrally located point. Exceptions to these criteria, or additional safeguarding needs specific to the site, will be noted on the essential data sheet and included on the RFQ/RFP.

The Contracting Officers' Representative (COR), or his/her authorized representative, will conduct unannounced site visits to determine proper treatment is applied, and monitor the Contractor's safeguarding performance.

IX. IMPORTANCE OF STARTING AND FINISHING ONTIME

There are numerous biological and entomological factors that determine the time and sequence of treatments. The importance of starting and completing a treatment project within specified time limits is critical. APHIS may deduct from moneys due the Contractor equitable compensation for failure to complete a project within specified time limits, or for failure to report and start ontime, or for leaving a treatment area early (i.e. before treatment site has been restored to original condition, before all micro injection units have emptied and been removed from the treated tree, etc.).

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X. CONDITION OF EQUIPMENT: The Contractor shall report with equipment in good working order. If equipment malfunctions during operation, the Contractor must provide operational replacement equipment (hand held and heavy equipment) to the treatment site **within 2 hours** of receiving notification of an equipment malfunction.

XI. PRECAUTIONS/PUBLIC RELATIONS

All work shall be performed in a professional manner, and in accordance with the most recent revision of the American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300-1995, published by the American National Standards Institute (ANSI), and applicable Occupational Safety and Health Administration (OSHA) regulations. Precautions shall be taken against injury to all persons engaged in the work of any contract awarded to the Contractor by APHIS, the general public (including animals) and damage to property. Work shall be completed without inconvenience or disruption to the general public and property owners, and work sites restored to original condition.

It is essential for all employees of the Contractor, and subcontractor’s employees, to display a positive image of USDA and the State of Illinois, and/or New York, by ensuring that their employees, and the employees of their subcontractors, maintain favorable relations with the public. Personnel must be courteous in their dealings with property owners whose trees they are treating. The Contractor shall perform the work with due care taking precautions against injury to persons or animals, damage to property, and interference with vehicular or pedestrian traffic. The Contractor shall protect against damage to all existing trees, plants, grass, vegetation, and other fixtures. The Contractor shall restore to the condition existing prior to treatment operations all areas of paving, lawns, walkways, sidewalks, fixtures, fences, etc., damaged, dirtied, altered or displaced by treatment work. The Contractor must be able to resolve employee conflict, or other personnel matters, in a timely fashion.

XII. CONTRACTOR LIABILITY

The Contractor is liable for any damages, losses, or injuries to people, property, and animals, which occur as a result, directly or indirectly, from its work performed while under contract with APHIS. The Contractor shall immediately notify the COR, and/or the Contracting Officer, of any damages, losses, or injuries occurring during the performance of any contract with APHIS.

XIII. CONTRACTOR PERFORMANCE STANDARDS

Contractor performance will be monitored throughout the effective period of the contract. The Contractor will be measured based on the following criteria:

PERFORMANCE ELEMENT	PERFORMANCE STANDARD	MAXIMUM ERROR RATE OR PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE
Completion of Contract on Time.	All aspects of the Contract Must Be Completed Within Estimated Time for	No More Than 5% of Host Trees Are Untreated by Estimated Time for Completion.	Review Daily Reports; Onsite Monitoring
Public Relations	Work Must be Completed Without Inconvenience or	No More Than 2 Instances of Disruption or Inconvenience to	Complaints Received from General Public and Property Owners; Observation

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	Disruption to the General Public and Property Owners.	the General Public or Property Owners.	of Contractors' Employees.
	Work Sites Must Be Restored to Original Condition.	0 Tolerance	Complaints Received from General Public and Property Owners, and Onsite Monitors.
	Property Damage Is Promptly Dealt With. Insurance Claims are Filed Within 24 Hours of Incident. Property is Restored to Original Condition expeditiously.	0 Tolerance	Complaints Received from General Public and Property Owners.
	Employees are Courteous and Considerate to General Public and Property Owners.	No More Than 1 Instance.	Complaints Received from General Public and Property Owners.
Application of Treatments	Treatments Must be Applied According to Label and Guidelines Provided in this Prospectus.	No More Than 2% of Treatments are Improperly Applied.	100 Inspection by the Government.
Marking and Safeguarding Treatment Site	Treatment Sites Are Marked and Mautet Micro Injection Units Are Safeguarded and Disposed of as Specified in this prospectus.	0 Tolerance	100 Inspection by the Government

XIV. CONTRACTOR QUALITY ASSURANCE

According to the Inspection of Services clause, FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (Aug 1996), located at Section E.1 of this, Prospectus, the Government will evaluate the Contractor's performance under any contract awarded under this prospectus for treatment of ALB in the States of Illinois and/or New York. For those tasks identified in the Contractor Performance Standards of this PWS, the COR, COTR, or other designated representative of APHIS will follow the methods of surveillance specified above. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR, COTR, or designated APHIS representative will require the Contractor's Project Manager, or representative at the site, to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Government surveillance of tasks not listed in the Contractor Performance Standards of this PWS (such as provided for by the Inspection of Services clause) may occur during the performance period of contracts awarded

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under this prospectus. Such surveillance will be done according to standard inspection procedures, or other contract provisions. Any action taken by the Contracting Officer, as a result of surveillance, will be in accordance with the terms of this prospectus.

XV. CONTRACTOR QUALIFICATION REQUIREMENTS

The Contractor must meet the following minimum skills and equipment requirements to receive consideration for the QBL and the opportunity to compete for treatment contracts.

Minimum Skills and Experience

- A valid pesticide applicator's license for the States of New York and/or Illinois.
- All licenses, registrations, and permits required by the States of New York and/or Illinois to apply pesticides to soil, trees, etc.
- Bonded and insured at the minimum levels established by either the States of New York and/or Illinois, or by Federal Acquisition Regulation (FAR), whichever is higher. The minimum insurance levels of the FAR are contained elsewhere in this prospectus.
- A minimum 5 years of arboriculture experience.
- At least one full-time arborist certified by the International Society of Arboriculture, employed on a full time basis, and designated to work on contracts awarded for the treatment of ALB.
- Personnel trained and certified by the J.J. Mauget Company for the application of Mauget trunk micro-injection treatments.

XVI. CONTRACTOR'S REPRESENTATIVE

The Contractor shall designate a representative for each contract awarded. The Contractor's Representative (CR) shall be present at the work site at all times work is being performed at the treatment site(s). The CR shall maintain regular communications with the APHIS COR until the project is satisfactorily completed. The Contractor, or his/her designated CR, shall be available by either cellular telephone or pager twenty-four (24) hours a day during the period any contract awarded by APHIS for treatment and control of ALB in New York or Illinois is in effect.

XVII. EVALUATION FACTORS FOR AWARD

At the sole discretion of the Contracting Officer, solicitations may be set aside for the Small Business Administration's 8(a) program, small businesses located in HubZones, other small businesses, small disadvantaged businesses, woman-owned small businesses, or on an unrestricted basis. Contract awards will be on a firm, fixed-price basis. Simplified acquisition procedures or negotiated acquisition procedures will be used in accordance with the provisions of Federal Acquisition Regulation (FAR), Parts 13 or 15, as applicable. The criteria for award consideration will be identified for each treatment site and included on each request for quotation (RFQ)/request for proposal (RFP) issued by APHIS during the effective period of this prospectus. Award will be made to the qualified offeror whose offer conforms to solicitation requirements and represents either the "best value" to the Government, based on technical quality, cost or price, and other price related factors, or the "lowest-priced technically acceptable offer". When technical quality is used as an evaluation factor, APHIS may consider experience, past performance, the background, education, and experience of key personnel, or other technical factors.

C.1 AGAR 452.211-73 ATTACHMENTS TO STATEMENT OF
WORK/SPECIFICATIONS (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE
(AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer

F.1 (Continued)

shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F.3 EFFECTIVE PERIOD OF PROSPECTUS

The effective period of this prospectus is Calendar Year 2000.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be the Contractor's local Government contact for contracts awarded against this prospectus.

The COR is responsible for monitoring the performance of work under contracts awarded as written in the contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless advance authorization is received from the Contracting Officer, and proper contractual documents executed by the Contracting Officer prior to performing the work.

The COR shall inform the Contracting Officer as soon as possible of any understandings, tentative agreements, recommended modifications, and actions or inactions of the Contractor or the Government which could effect the Contractor's ability to comply with contract performance requirements or completion times.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor shall so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately.

PROCEEDING WITH WORK WITHOUT PROPER CONTRACTUAL COVERAGE AND APPROVAL OF THE CO COULD RESULT IN A BREACH OF CONTRACT AND NONPAYMENT.

An exception will be considered by the Contracting Officer for additional work determined necessary by the COR after contract work hours, or on Saturday, Sunday, or Holiday's, provided the additional work is within the scope of the contract. If additional work within the scope of the contract is required outside contract work hours, the Contractor and COR shall inform the Contracting Officer on the next business day of the circumstances, and request issuance of a contract modification. Please note, Adding additional treatment sites to a contract are not within the scope of a contract and is not authorized.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COR may designate Contracting Officer's Technical Representative's (COTR) to assist them with the technical aspects of the contract. Although the COTR is a representative of the Contracting Officer, they will report directly to the COR. The designation (delegation of authority) shall be provided in writing to the Contractor with a copy to the Contracting Officer. The delegation of authority shall clearly

G.2 (Continued)

explain the COTR's role and responsibility on the contract, and limitations of authority.

As with the COR, in no event will any understanding, agreement, modification, change order, or other matter deviating from the contract be effective or binding to the Government unless it is approved by the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 AGAR 452.236-73 ARCHEOLOGICAL OR HISTORIC SITES
(FEB 1988)**

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

**H.2 AGAR 452.236-74 CONTROL OF EROSION, SEDIMENTATION,
AND POLLUTION (NOV 1996)**

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

H.3 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Arborist Certified by International Society of Arboriculture

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

H.3 (Continued)

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2000
52.225-16	SANCTIONED EUROPEAN UNION COUNTRY SERVICES	FEB 2000
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996

I.1 (Continued)

NUMBER	TITLE	DATE
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED
(MAY 1989)**

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service Employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications

I.2 (Continued)

and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same

I.2 (Continued)

locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

- (B) In the case of a contract modification an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe

I.2 (Continued)

benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

- (3) Adjustments of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR

I.2 (Continued)

4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act--

I.2 (Continued)

- (A) Name and address and social security number;
 - (B) Correct wage classification or classifications, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation.
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision(C)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

I.2 (Continued)

- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employee. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173) the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the

I.2 (Continued)

contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

- (o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to this amendment by Pub. L 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu

I.2 (Continued)

thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

- (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

I.2 (Continued)

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.3 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the

I.3 (Continued)

Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each

I.3 (Continued)

shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**I.4 52.236-7 PERMITS AND RESPONSIBILITIES
(NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I.5 52.246-20 WARRANTY OF SERVICES (APR 1984)

- (a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 10 days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to

I.5 (Continued)

this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.6 INSURANCE REQUIREMENTS

The Contractor at its own expense, provide and maintain during the entire performance of any contract awarded by APHIS for the treatment of ALB, the following minimum insurance coverage.

- (1) Worker's Compensation and Employer's Liability - The Contractor shall comply with applicable Federal and State Workers' compensation and occupational disease statutes. If occupational disease statutes are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 is required.
- (2) General Liability - Bodily injury and property damage liability coverage written on the comprehensive form of a policy of at least \$500,000 per occurrence.
- (3) Automobile Liability - Bodily injury and property damage liability coverage written on the comprehensive form of a policy covering the operation of all automobiles used in connection with the performance of any contract awarded by APHIS under this prospectus. The coverage shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

Policies shall contain an endorsement to the effect that any cancellation, or any material change, adversely affecting APHIS' interest shall not be effective --

- (1) For such period as the laws of the States of New York and/or Illinois prescribe; or
- (2) Until 30 days after the insurer, or the Contractor, gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause in subcontracts awarded to the Contractor under this prospectus, and shall

I.6 (Continued)

require subcontractors to provide and maintain the required minimum insurance coverage specified herein. The Contractor shall maintain a copy of all subcontractors proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.7 MATERIAL SAFETY DATA SHEETS

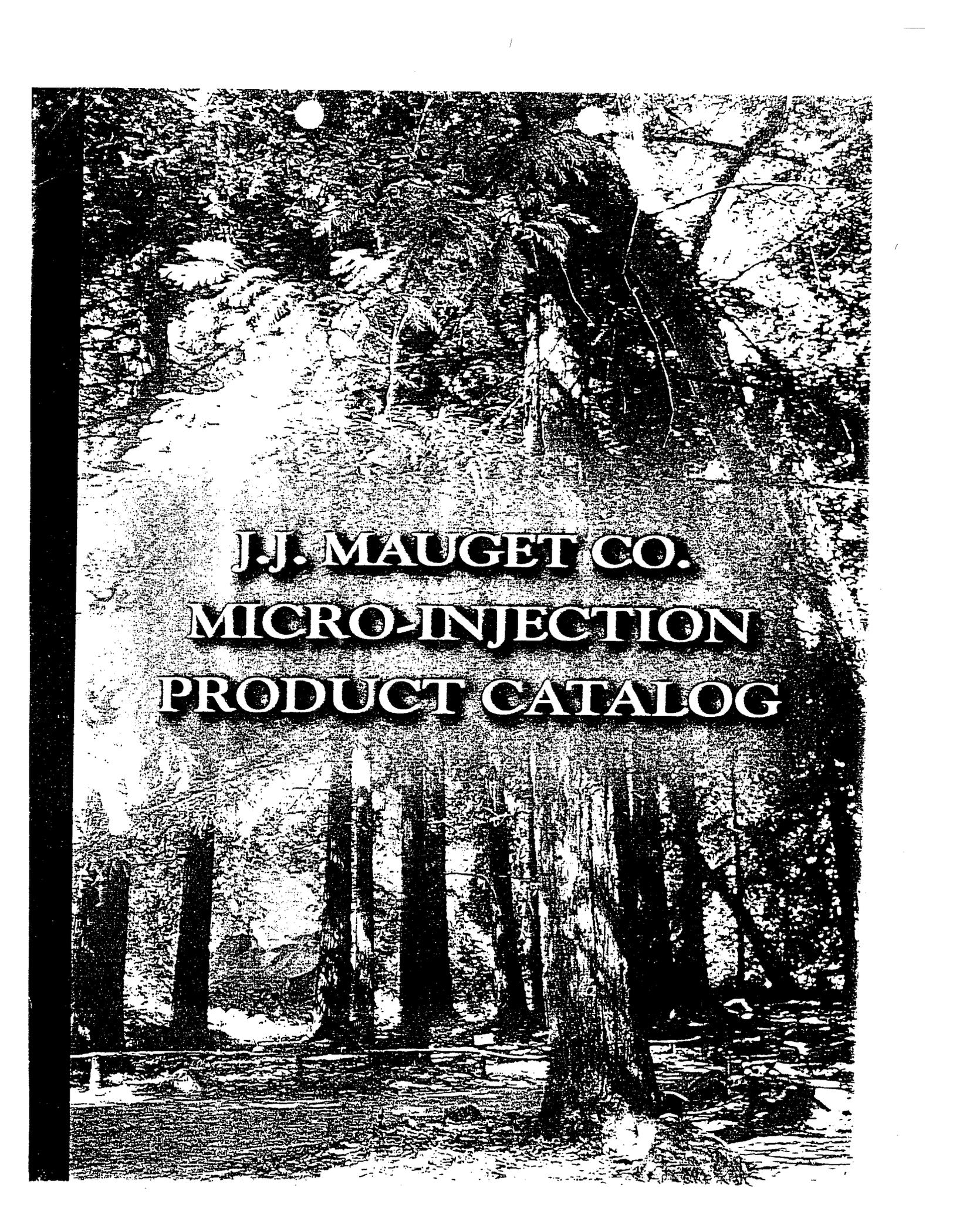
The Contractor shall have on its possession during the performance of any contract awarded by APHIS under this prospectus, copies of all applicable Material Safety Data Sheets.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 AGAR 452.252-70 LIST OF ATTACHMENTS (FEB 1988)

EXHIBIT OR ATTACHMENT	NUMBER OF PAGES
J.J. Mauget Company Micro-Injection Product Catalog with Six Easy Step Instructions to Apply Micro-Injection Products.	4
Merit 75 WP Specimen Label.	6
Material Data Safety Sheet (MDSS), for Merit 75 WP Insecticide, Bayer Corporation, Agriculture Division, Kansas City, Missouri.	8
U.S. Department of Labor, Wage Determination No. 94-2167, Revision 17 (10/27/1999).	9
U.S. Department of Labor, Wage Determination No. 94-2375, Revision 14 (06/01/1999).	9



J.J. MAUGET CO.
MICRO-INJECTION
PRODUCT CATALOG

INTRODUCTION

MAUGET micro-injection products are the choice of more green industry professionals than any other method of tree injection. For more than 30 years, MAUGET products have been professionally used to assist with improving tree health while protecting the environment.

MAUGET micro-injection technology has proven to be the most efficient and effective utilization of a tree's transpiration system for transporting nutrients and pesticides. MAUGET products are easy to apply and "SIMPLY EFFECTIVE".

MAUGET offers the broadest line of micro-injection products available in one system and has been referred to as "A DRUG STORE FOR TREES". MAUGET brings the most versatile of the micro-injection systems available to the Green Industry Professional. The MAUGET product line includes: fertilizers, micro-nutrients, insecticides, fungicides, antibiotics, combination products and training/support materials. MAUGET offers a comprehensive support system through its toll free technical support line (877-TREE HLP 877-873-3457), international network of distributors and research associates.

FERTILIZERS

MAUGET has the greatest assortment of agricultural minerals developed specifically for micro-injection treatments. Some of the unique advantages would include; root system damage, feeder roots not accessible, ground water concerns, leaching/drainage concerns, rapid availability of elements, frost damage protection and recovery, insect damage recovery. 100% of the elements are utilized by the plant resulting in a cost effective fertilization program.

The **STEMIX** family of fertilizers are based on chelated elements. Depending on soil conditions, the benefits of these micro-injection treatments can be evident over one to five years when compared to adjacent untreated trees.

STEMIX: 0.7-1-0.9 is an all purpose balanced fertilizer that contains a formula of agricultural minerals designed to stimulate foliar and root growth without extended damage to trees. It is particularly effective in promoting new foliar, cambial and root growth where conventional applications of fertilizers alone may not produce this effect. Stemix treatments will provide the stimulation necessary for the proper acceptance of soil applied fertilization materials.

STEMIX HI VOLUME: 0.47-0.68-0.61 is basically the same formulation as stemix only diluted from 4 ml. to 6 ml. with 2 additional mls. of water. This formulation provides improved distribution throughout the tree.

STEMIX ZINC: is based on the stemix hi vol formulation with enhanced levels of zinc, for the treatment of zinc deficiencies in many species of trees. Zinc deficiencies associated with calcareous soils are fairly common in numerous fruit, nut and ornamental trees; particularly conifers, pecan, walnut and oaks. Symptoms are usually displayed by a "little leaf" condition, loss of deep green color and in severe situations by a rosetting of the terminal leaves.

STEMIX IRON/ZINC: 0.5-0.9-0.6 is based on the stemix hi vol formulation with enhanced levels of iron and zinc. Iron deficiencies associated with high acid/calcareous soils are fairly common in citrus, walnut, avocado, peach, nectarine, conifers and certain shade trees. Symptoms are usually displayed by leaves having darker green veins with a yellowing or loss of color between veins (generally, young leaves are primarily affected).

MICRO-NUTRIENTS

The **INJECT-A-MIN** family of micro-nutrients are based on sulfated elements. These products are beneficial in areas where soil conditions are more alkaline. Depending on soil conditions, the affects of these treatments are usually evident over one to five years when compared to adjacent untreated trees.

INJECT-A-MIN IRON/ZINC: 0.6-0.0-0.8 agricultural mineral injectors contain iron and zinc sulfates which are quite effective in rapidly overcoming iron and zinc deficiencies in pin oaks and many other species of trees growing in non-native alkaline soils. Symptoms are usually displayed by leaves having darker green veins with a yellowing or loss of color between veins (young leaves are generally affected).

INJECT-A-MIN MANGANESE: 0.7-0.0-0.85 agricultural mineral injectors contain manganese sulfate which is quite effective in rapidly overcoming manganese deficiencies in palms, maples, citrus and many other species of trees. Symptoms are usually displayed by leaves having darker green veins with a yellowing or loss of color between veins (generally, young leaves are affected).

INSECTICIDES

MAUGET has developed the broadest line of insecticides for micro-injection treatments. The most efficient and environmentally responsible way to apply pesticides. No need to worry about drift, because of "**MAUGET'S closed system**" this means the chemical is contained entirely within the tree. Only pests feeding on the plants living tissue are directly affected by the chemicals. Beneficial and non target insects and other life forms sharing the environment are not impacted. This provides the applicator with opportunities to treat trees in adverse weather conditions (wind, and rain) or at locations such as; near swimming pools, water ways, in school yards, along busy streets, in interior landscapes etc.

From the fast acting, to the long lasting, **MAUGET** has the solution for your clients trees insect problems.

ABACIDE (contains Abamectin 1%): replaces Inject-a-cide av and has an improved formulation improving uptake in Conifers. It is for use by commercial arborists (applicators) on ornamental trees for control of spider mites, leaf miners, elm leaf beetle, sycamore lace bug and fall webworm. It can be applied in commercial or residential landscapes, interior landscapes and other areas where ornamental trees and woody shrubs are grown. **ABACIDE** contains a warning label and provides long residual with very fast uptake.

IMICIDE (contains Imidacloprid 10%, the active in **MERIT**®): is available in 3 dosages, 2ml., 3ml., & 4ml. It is for use on plants grown in interior landscapes, ornamental gardens, parks, golf courses, residential lawns or grounds. Recommended target insects on ornamental trees include; Adelgids, Aphids, Elm leaf beetle, Bronze birch borer, Japanese beetle, Lacebugs, Leafhoppers, Leafminers, Mealybugs, Pine tip moth larvae, Scale insects, Thrips and Whiteflies. **IMICIDE** carries a caution label and provides very long residual (full season plus), preventive applications and broad spectrum control. **IMICIDE** will start controlling infestations within 1-7 days following application.

INJECT-A-CIDE B (contains Bidrin 82%): is for use by certified commercial arborists and pesticide applicators with restricted materials licensing on ornamental trees. Available in 1ml., 2ml. and 3ml. dosages. **INJECT-A-CIDE B** is effective against such insect pests as; Aphids, Leafhopper, Bronze birch borer, Gypsy moth, Birch leafminer, Eastern tent caterpillar, Dogwood twig borer, Scale, Elm leaf beetle, Psyllid, Sycamore borer, European pine sawfly, Pine spittlebug, Spider mites, etc. Broad spectrum, restricted use, extremely fast action and uptake. **INJECT-A-CIDE B** carries a class B poison label.

INJECT-A-CIDE (contains Metasystox-R 50%): is for use by certified commercial arborists and pesticide applicators on ornamental trees. Is effective in controlling a large variety of Bark beetles and Engraver beetles in conifers when in active larval stage. **INJECT-A-CIDE** provides a broad spectrum of applications, is restricted use and carries a danger label.

FUNGICIDES

FUNGISOL (contains Debacarb 2.0%): is specifically for micro-injection treatment of over 30 common pathogenic diseases including; Oak wilt, dutch elm disease, Fusarium wilt, Anthracnose, Nectria canker, Verticillium wilt, Coryneum blight, Diplodia tip blight, Phomopsis canker, Elm wilt, Cytospora canker, Pink bud rot in palms, Melanconium, etc.. A unique feature of **FUNGISOL** is its ability to translocate to the root zone (phloem mobile), to fight persistent soil born pathogens. This product carries a caution label.

CARBOJECT (contains Oxycarboxin 2.0%): is for the systemic aid in the suppression of certain fungal diseases of ornamental and crop trees (ash and oak Anthracnose, sycamore Anthracnose, Verticillium wilt and *V. albo-atrum* in camphor, catalpa and maple, Pine pitch girdle, etc.). This product carries a caution label.

TEBUJECT (contains Tebuconazole 4%): a phloem mobile Triazole fungicide developed to control Crabapple scab, Oak wilt, Dutch elm disease and Hawthorn leaf spot. This product carries a caution label.

ANTIBIOTICS

MYCOJECT (contains Oxytetracycline 4.22%): is a systemic aid in the suppression of certain bacterial diseases of ornamental trees. It's uses include Ash yellows, Bacterial leaf scorch in elm and red oak, Phloem necrosis in elm, Palm lethal yellows, Peach x disease, Fire blight in pear, Bunch disease in pecan (non bearing) and Leaf scald in plum (non bearing). This product carries a caution label.

COMBINATIONS

ABASOL (contains Debacarb 2.0% plus Abamectin 0.48%): is one of several new products where **MAUGET** has combined multiple pesticides to provide disease suppression along with insect control. This product provides both fungicide & insecticide and is very cost effective. With a broad label of 30 pathogens and a wide variety of insects this combination is in a class by itself. This product carries a warning label.

IMISOL (contains Debacarb 2.0% plus Imidacloprid 5%): The second product combining insecticide and a fungicide, similar in use to Abasol except where the insecticide of choice would be **IMICIDE**. This product carries a caution label and is available in 3 dosages (4, 6 & 8ml).

OTHER PRODUCTS

FEEDER TUBES:

Four different size feeder tubes are available to accommodate the variety of bark thicknesses. The 7/64" (2.8mm) mini-micro feeder tube provides the smallest wound in the industry and is recommended for use in trees with bark thickness less than 1/2" (12.70mm). Three lengths of standard 11/64" (4.4mm) feeder tubes; 1 3/4" (4.5cm) for trees with bark thickness under 3/4" (9.5mm), 2 3/4" (7cm) standard feeder tube packed with product, 4 1/2" (11cm) feeder tubes for trees with bark thickness in excess of 2" (5.1cm).

INSERTION DEVICE:

Used with the mini-micro feeder tube 7/64" (2.8mm), enables the tube to be set in the very small drill hole without tissue plugging and interfering with uptake.

MAUGET DIAGNOSTIC FIELD MANUAL:

A must have resource tool for the professional. Provides information on over 60 diseases and insects with color illustrations of life cycle and timing information charts. An excellent tool to explain specific situations to your clients.

APPLICATOR MANUAL:

This resource provides technology background, product information, marketing support and application variables to support the applicator during his developmental period with micro-injection technology.

HOME STUDY COURSE:

This training program includes 4 video tapes and the applicators manual with certification test. It is designed to bring the applicator to a level of knowledge whereby he may confidently start to apply this technology in the field. Required state certification along with MAUGET certification allow him to purchase MAUGET products.

DIRECTIONS

SIX EASY STEPS to apply the MAUGET MICRO-INJECTION PRODUCTS

STEP ONE. To determine the number of capsules to be used, measure the trees diameter in inches at breast height and divide by two (If in centimeters, divide by 5.1) or the circumference in inches and divide by six (If in centimeters divide by 15.).



STEP TWO. Drill an 11/64" (4.4mm) diameter hole at the base of the tree, through the bark 1/4-3/8-inch (6.4- 9.5mm) into the trees xylem or sapwood.



STEP THREE. Place feeder tube into the opening of the pressurized capsule then promptly place the unit into the predrilled hole.



STEP FOUR. Tap the base of the capsule opposite the feeder tube with a small mallet to rupture the inner seal of the capsule. This allows the chemical to enter the tree.



STEP FIVE. The predetermined number of capsules from step one, are placed on the root collar, (usually about 4 inches (10.4cm) above ground level.



STEP SIX. When the capsules have drained, turn them over for a minute and carefully remove them with the feeder tubes.



Mauget
5435 PECK ROAD - ARCADIA, CA 91006
800-TREES Rx
800-673-3179
WWW.MAUGET.COM

Merit 75 WP

Specimen Label

Merit[®] 75 WP

Insecticide

For foliar and systemic insect control in turfgrass, landscape ornamentals and interior plantscapes.

ACTIVE INGREDIENT:

Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine 75.0%

INERT INGREDIENTS 25.0%
100.0%

EPA Reg. No. 3125-421

Eight 2-oz Bottles Per Case

**STOP - Read The Label Before Use
KEEP OUT OF REACH OF CHILDREN**

CAUTION

PRECAUCION AL USUARIO: Si usted no puede leer o entender inglés, no use este producto hasta que la etiqueta le haya sido explicada ampliamente.

(TO THE USER: If you cannot read or understand English, do not use this product until the label has been fully explained to you.)

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Harmful if swallowed, inhaled, or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes, or clothing. Avoid breathing dust or vapor. Wash thoroughly with

soap and water after handling. Remove contaminated clothing and wash before reuse. Keep children or pets off treated area until spray is dry.

STATEMENTS OF PRACTICAL TREATMENT

If swallowed: Call a physician or Poison Control Center. Drink one or two glasses of water and induce vomiting by touching back of throat with finger, or, if available, by administering syrup of ipecac. If syrup of ipecac is available, administer 1 tablespoonful (15 mL) of syrup of ipecac followed by 1 to 2 glasses of water. If vomiting does not occur within 20 minutes, repeat the dose once. Do not induce

vomiting or give anything by mouth to an unconscious person. **If on skin:** Wash thoroughly with soap and water. Get medical attention if irritation occurs. **If in eyes:** Hold eyelids open and flush with plenty of water.

To Physician: No specific antidote is available. Treat the patient symptomatically.

ENVIRONMENTAL HAZARDS

This product is highly toxic to aquatic invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

drift to blooming crops or weeds if bees are visiting the treatment area.

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow it to

This chemical demonstrates the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

IMPORTANT: Read these entire DIRECTIONS FOR USE, GENERAL INFORMATION, AND CONDITIONS OF SALE before using MERIT 75 WP Insecticide.

CONDITIONS OF SALE: THE DIRECTIONS ON THIS LABEL WERE DETERMINED THROUGH RESEARCH TO BE APPROPRIATE FOR THE CORRECT USE OF THIS PRODUCT. THIS PRODUCT HAS BEEN TESTED UNDER DIFFERENT ENVIRONMENTAL CONDITIONS BOTH INDOORS AND OUTDOORS UNDER CONDITIONS SIMILAR TO THOSE THAT ARE ORDINARY AND CUSTOMARY WHERE THE PRODUCT IS TO BE USED. INSUFFICIENT CONTROL OF PESTS OR PLANT INJURY MAY RESULT FROM THE OCCURRENCE OF EXTRAORDINARY OR UNUSUAL CONDITIONS, OR FROM FAILURE TO FOLLOW LABEL DIRECTIONS. IN ADDITION, FAILURE TO FOLLOW LABEL DIRECTIONS MAY CAUSE INJURY TO ANIMALS, MAN, AND DAMAGE TO THE ENVIRONMENT. BAYER OFFERS, AND THE BUYER ACCEPTS AND USES, THIS PRODUCT SUBJECT TO THE CONDITIONS THAT EXTRAORDINARY OR UNUSUAL ENVIRONMENTAL CONDITIONS, OR FAILURE TO FOLLOW LABEL DIRECTIONS ARE BEYOND THE CONTROL OF BAYER AND ARE, THEREFORE, THE RESPONSIBILITY OF THE BUYER.

Do not formulate this product into other end-use products.

APPLICATION TO TURFGRASS:

MERIT 75 WP Insecticide can be used for the control of soil inhabiting pests of turfgrass, such as Northern & Southern masked chafers, *Cyclocephala borealis*, *C. immaculata*, and/or *C. lurida*; Asiatic garden beetle, *Maladera castanea*; European chafer, *Rhizotrogus majalis*; May or June beetle, *Phyllophaga* spp.; Japanese beetle, *Popillia japonica*; Oriental beetle, *Anomala orientalis*; Billbugs, *Sphenophorus* spp.; Annual bluegrass weevil, *Hyperodes* spp.; Black turfgrass ataenius, *Ataenius spretulus* and *Aphodius* spp.; and Mole crickets, *Scapteriscus* spp. MERIT 75 WP Insecticide can also be used for the suppression of cutworms in turfgrass areas. MERIT 75 WP Insecticide can be used as directed on turfgrass in sites such as home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, and athletic fields. MERIT Insecticide can not be used on commercial sod farms.

The active ingredient in MERIT 75 WP Insecticide has sufficient residual activity so that applications can be made preceding the egg laying activity of the target pests. High levels of control can be achieved when applications are made preceding or during the egg laying period. The need for an application can be based on historical monitoring of the site,

previous records or experiences, current season adult trapping or other methods. Optimum control will be achieved when applications are made prior to egg hatch of the target pests, followed by sufficient irrigation or rainfall to move the active ingredient through the thatch.

Applications should not be made when turfgrass areas are waterlogged or the soil is saturated with water. Adequate distribution of the active ingredient cannot be achieved when these conditions exist. The treated turf area must be in such a condition that the rainfall or irrigation will penetrate vertically in the soil profile. Applications cannot exceed a total of 8.6 oz (0.4 lb of active ingredient) per acre per year.

Application Equipment for Use on Turfgrass: Apply MERIT 75 WP Insecticide in sufficient water to provide adequate distribution in the treated area. The use of accurately calibrated equipment normally used for the application of turfgrass insecticides is required. Use equipment which will produce a uniform, coarse droplet spray, using a low pressure setting to eliminate off target drift. Check calibration periodically to ensure that equipment is working properly.

APPLICATION TO ORNAMENTALS:

MERIT 75 WP Insecticide is for use on ornamentals in commercial and residential landscapes and interior plantscapes. MERIT 75 WP Insecticide is a systemic product and will be translocated upward into the plant system. To assure optimum effectiveness, the product must be placed where the growing portion of the target plant can absorb the active ingredient. The addition of a nitrogen containing fertilizer, where applicable, into the solution will enhance the uptake of the active ingredient. Application can be made by foliar application or soil applications; including soil injection, drenches, and broadcast sprays.

When making soil applications to plants with woody stems, systemic activity will be delayed until the active ingredient is translocated throughout the plant. In some cases, this translocation delay can take up to 60 days. For this reason, applications should be made prior to anticipated pest infestation to achieve optimum levels of control.

For outdoor ornamentals, broadcast applications cannot exceed a total of 8.6 oz (0.4 lb of active ingredient) per acre per year.

NOTE: Not for use in commercial greenhouses, nurseries, on sod farms or on grass grown for seed. For use on plants intended for aesthetic purposes or climatic modification and being grown in interior plantscapes, ornamental gardens or parks, or on golf courses or lawns and grounds.

Application Equipment for Ornamental Uses: MERIT 75 WP Insecticide mixes readily with water and may be used in many types of application equipment. Mix product with the

Specimen Label

required amount of water and apply as desired dependent upon the selected use pattern.

When making foliar applications on hard to wet foliage such as holly, pine, or ivy, the addition of a spreader/ sticker is recommended. If concentrate or mist type spray equipment is used, an equivalent amount of product should be used on the area sprayed, as would be used in a dilute application.

MERIT 75 WP Insecticide has been found to be compatible with commonly used fungicides, miticides, liquid fertilizers, and other commonly used insecticides. Check physical compatibility using the correct proportion of products in a small jar test if local experience is unavailable.

Do not apply through any irrigation system.

RECOMMENDED APPLICATIONS			
CROP	PEST	DOSAGE	REMARKS
Turfgrasses	Larvae of: Annual bluegrass weevil Asiatic garden beetle Billbugs Black turfgrass ateniens Cutworms (suppression) European chafer Japanese beetle Northern masked chafer Oriental beetle <i>Phyllophaga</i> spp. Southern masked chafer	6.4 to 8.6 oz per acre or 3 to 4 level teaspoons per 1000 sq ft	For optimum control of grubs, billbugs and annual bluegrass weevil, make application prior to egg hatch of the target pest. Be sure to read "APPLICATION EQUIPMENT" Section of this label. NOTE: 1 level teaspoon = 1.4 grams MERIT 75 WP 3 level teaspoons = 1 level Tablespoon
	Mole crickets	8.6 oz per acre or 4 level teaspoons per 1000 sq ft	For control of mole crickets make application prior to or during the peak egg hatch period. When adults or large nymphs are present and actively tunneling, MERIT application should be accompanied by a curative insecticide. Follow label instructions for other insecticides when tank-mixing.
<p>Consult your local State Agricultural Experiment Station, or State Extension Turf Specialists for more specific information regarding timing of application.</p> <p>NOTE: For optimum control, irrigation or rainfall should occur within 24 hours after application to move the active ingredient through the thatch. Do not apply more than 8.6 oz (0.4 lb of active ingredient) per acre per year. Avoid mowing turf or lawn area until after irrigation or rainfall has occurred so that uniformity of application will not be affected.</p>			

Specimen Label

RECOMMENDED APPLICATIONS FOR USE ON or IN ORNAMENTALS				
For use only in and around industrial and commercial buildings and residential areas				
CROP	PEST	DOSAGE MERIT 75 WP		REMARKS
Trees Shrubs Evergreens Flowers Foliage plants Ground covers Interior plantscapes	Adelgids Aphids Elm leaf beetle Lacebugs Leafhoppers Mealybugs Sawfly larvae Thrips White Flies	MERIT 75 WP (level measure)	WATER	Foliar Applications: Start treatments prior to establishment of high pest populations and reapply on an as needed basis.
		0.25 tsp. 0.5 tsp. 1 tsp. 2.5 tsp. 1.75 Tbsp. 3.5 Tbsp.	2.5 gal. 5 gal. 10 gal. 25 gal. 50 gal. 100 gal.	
	White grub larvae (such as Japanese beetle larvae, Chafers, <i>Phyllophaga</i> spp. Asiatic garden beetle, Oriental beetle)	3 to 4 level teaspoons per 1000 sq ft		Broadcast Applications: Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. Do not use less than 2 gallons of water per 1000 sq ft. For optimum control, irrigate thoroughly to incorporate MERIT 75 WP Insecticide into the upper soil profile. Refer to REMARKS section for use directions specific for FLOWERS and GROUND COVERS concerning additional use directions.
Trees Shrubs Flowers & Ground Covers	Adelgids Aphids Lacebugs Leafminers Mealybugs Scale insects Thrips Whiteflies Pine Tip moth larvae Elm Leaf beetle Sawfly larvae Japanese beetle Leafhoppers White grub larvae	For Trees: 0.7 to 1.4 level teaspoons per inch of trunk diameter (D.B.H.) or 1 to 2 ounces per 30 cumulative inches of trunk diameter (D.B.H)		Soil Injection: GRID SYSTEM: Holes should be spaced on 2.5 foot centers, in a grid pattern, extending to the drip line of the tree. CIRCLE SYSTEM: Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. BASAL SYSTEM: Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base. Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. For optimum control, keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per tree. Soil Drench: Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.
		For Shrubs: 0.7 to 1.4 level teaspoons per foot of shrub height or 1 to 2 ounces per 30 cumulative feet of shrub height		Soil Injection: Apply to individual plants using dosage indicated. Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. Keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per shrub. Soil Drench: Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.
		For Flowers & Ground Covers: 3 to 4 level teaspoons per 1000 sq ft		Apply as a broadcast treatment and incorporate into the soil before planting or apply after plants are established. If application is made to established plants, optimum control will be attained if area is irrigated thoroughly after application.
NOTE: 1 level teaspoon = 1.4 grams MERIT 75 WP and 3 level teaspoons = 1 level Tablespoon				

RESTRICTIONS

Do not graze treated areas or use clippings from treated areas for feed or forage. Avoid runoff or puddling of irrigation water following application. Keep children and pets off treated area until dry. Avoid application of MERIT 75 WP Insecticide to areas which are water logged or saturated,

which will not allow penetration into the root zone of the plant. Do not apply more than 8.6 oz (0.4 lb of active ingredient) per acre per year. Do not plant any food crop within one year of a treatment with MERIT 75 WP Insecticide.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

Pesticide Storage: Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area.

Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for

pesticides below. In spill or leak incidents, keep unauthorized people away. You may contact the Bayer Emergency Response Team for decontamination procedures or any other assistance that may be necessary. The Bayer Kansas City Emergency Response telephone number is 800-414-0244, or contact Chemtrec at 800-424-9300.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Disposal: Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Date of Draft: 03/17/97

Supersedes Draft Dated: 03/14/95

Reason to Issue: Add cutworm suppression and rate range for turf insects.

Specimen Label

Bayer Corporation
Garden & Professional Care
Box 4913
Kansas City, MO 64120-0013
(800) 842-8020
<http://usagri.bayer.com>
ME 9907 GPC Printed in U.S.A.

IMPORTANT

Before using this product, read and carefully observe directions, cautionary statements and other information appearing on the product packaging label. This product is sold subject to the Conditions of Sale set forth on the container label.





MATERIAL SAFETY DATA SHEET

BAYER CORPORATION
AGRICULTURE DIVISION
P.O. Box 4913 Hawthorn Road
Kansas City, MO 64120-0013

TRANSPORTATION EMERGENCY CALL CHEMTREC: (800) 424-9300
DISTRICT OF COLUMBIA: (202) 483-7616
NON-TRANSPORTATION BAYER EMERGENCY PHONE...: (816) 242-2582
BAYER INFORMATION PHONE.: (816) 242-2000

I. PRODUCT IDENTIFICATION:

PRODUCT NAME.....: MERIT 75 WP Insecticide
PRODUCT CODE.....: 216511
EPA REGISTRATION NO.: 3125-421
CHEMICAL FAMILY.....: Chloronicotinyl
CHEMICAL NAME.....: 1-[(6-chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine
SYNONYMS.....: Imidacloprid; BAY NTN 33893
FORMULA.....: C9 H10 Cl N5 O2
PRODUCT USE.....: Commercial Insecticide

II. HAZARDOUS INGREDIENTS:

Table with 3 columns: INGREDIENT NAME /CAS NUMBER, EXPOSURE LIMITS, CONCENTRATION (%). Rows include Imidacloprid (138261-41-3) at 75%, Ingredient 1968 at 3-5%, and Ingredient 1611 at 10-20%.

III. PHYSICAL PROPERTIES:

PHYSICAL FORM.....: Powder; Solid
COLOR.....: Light brown

Product Code: 216511
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HUMAN HEALTH DATA (Continued)

MEDICAL CONDITIONS

AGGRAVATED BY EXPOSURE.....: No specific medical conditions are known which may be aggravated by exposure to this product.

VI. EMERGENCY AND FIRST AID PROCEDURES:

FIRST AID FOR EYES.....: Hold eyelids open and flush with copious amounts of water for 15 minutes. Call a physician if irritation persists or develops after flushing.

FIRST AID FOR SKIN.....: Remove contaminated clothing. Wash skin with soap and water. Get medical attention if irritation persists. If signs of intoxication (poisoning) occur, get medical attention immediately.

FIRST AID FOR INHALATION: First, remove victim to fresh air or uncontaminated area. If not breathing, give artificial respiration, preferably mouth-to-mouth. Get medical attention as soon as possible.

FIRST AID FOR INGESTION.: If ingestion is suspected, call a physician or poison control center. Drink one or two glasses of water and induce vomiting by touching back of throat with finger, or, if available, by administering syrup of ipecac. If syrup of ipecac is available, administer 1 tablespoonful (15 mL) of syrup of ipecac followed by 1 to 2 glasses of water. If vomiting does not occur within 20 minutes, repeat the dose once. Do not induce vomiting or given anything by mouth to an unconscious person.

NOTE TO PHYSICIAN.....: Treat symptomatically. In case of poisoning, it is also requested that Bayer Corp., Agriculture Division, Kansas City, Missouri, be notified. Telephone: 816/242-2582

ANTIDOTES.....: None

VII. EMPLOYEE PROTECTION RECOMMENDATIONS:

EYE PROTECTION REQUIREMENTS.....: Goggles should be used when needed to prevent dust from getting into the eyes.

SKIN PROTECTION REQUIREMENTS.....: Wear long sleeves and trousers to prevent skin contact.

HAND PROTECTION REQUIREMENTS.....: The use of chemical-resistant gloves to prevent skin contact is recommended as good practice.

RESPIRATOR REQUIREMENTS.....: Under normal handling conditions, no respiratory protection is needed; however, when potential exposure to product dust is excessive, wear a NIOSH-approved respirator for dusts and mists or for pesticides.

VENTILATION REQUIREMENTS.....: Control exposure levels through the use of general and local exhaust ventilation, where needed.

ADDITIONAL PROTECTIVE MEASURES.....: Clean water should be available for washing in case of eye or skin contamination. Educate and train employees in safe use of the product. Follow all label instructions. Launder

VII. EMPLOYEE PROTECTION (Continued)

clothing after use. Wash thoroughly after handling.

VIII. REACTIVITY DATA:

STABILITY.....: This is a stable material.
HAZARDOUS POLYMERIZATION...: Will not occur.
INCOMPATIBILITIES.....: None known
INSTABILITY CONDITIONS.....: Strong exothermal reaction above 200 C (for imidacloprid)
DECOMPOSITION PRODUCTS.....: Proposed: HCl, HCN, CO, NOx (for imidacloprid)

IX. SPILL AND LEAK PROCEDURES:

SPILL OR LEAK PROCEDURES.....: Isolate area and keep unauthorized people away. Do not walk through spilled material. Avoid breathing dusts and skin contact. Avoid generating dust (a fine water spray mist, plastic film cover, or floor sweeping compound may be used if necessary). Use recommended protective equipment while carefully sweeping up spilled material. Place in covered container for reuse or disposal. Scrub contaminated area with soap and water. Rinse with water. Use dry absorbent material such as clay granules to absorb and collect wash solution for proper disposal. Contaminated soil may have to be removed and disposed. Do not allow material to enter streams, sewers, or other other waterways.
WASTE DISPOSAL METHOD.....: Follow container label instructions for disposal of wastes generated during use in compliance with the product label. In other situations, bury in an EPA approved landfill or burn in an incinerator approved for pesticide destruction. Do not reuse container.

X. SPECIAL PRECAUTIONS & STORAGE DATA:

STORAGE TEMPERATURE (MIN/MAX): None/30 day average not to exceed 100 F
SHELF LIFE.....: Not noted
SPECIAL SENSITIVITY.....: Not noted
HANDLING/STORAGE PRECAUTIONS: Store in a cool dry area designated specifically for pesticides. Do not store near any material intended for use or consumption by humans or animals.

XI. SHIPPING INFORMATION:

TECHNICAL SHIPPING NAME.....: Imidacloprid
FREIGHT CLASS BULK.....: Insecticides, NOI-NMFC 102120
FREIGHT CLASS PACKAGE.....: Insecticides, NOI-NMFC 102120
PRODUCT LABEL.....: Not Noted

DOT (DOMESTIC SURFACE)

PROPER SHIPPING NAME.....: Not hazardous or regulated
HAZARD CLASS OR DIVISION: Non-Regulated

IMO / IMDG CODE (OCEAN)

PROPER SHIPPING NAME.....: Not hazardous or regulated
HAZARD CLASS DIVISION NUMBER....: Non-Regulated

ICAO / IATA (AIR)

PROPER SHIPPING NAME.....: Not hazardous or regulated
HAZARD CLASS DIVISION NUMBER....: Non-Regulated

XII. ANIMAL TOXICITY DATA:

Only acute studies have been performed on this product as formulated. The non-acute information pertains to the technical-grade active ingredient, Imidacloprid.

ACUTE TOXICITY

ORAL LD50.....: Male Rat: 2591 mg/kg; Female Rat: 1858 mg/kg
DERMAL LD50.....: Male and Female Rat: >2000 mg/kg
INHALATION LC50.....: 4 Hr. Exposure to Liquid Aerosol: Male Rat: 2.65 mg/l (analytical); Female Rat: 2.75 mg/l (analytical) -- 1 Hr. Exposure to Liquid Aerosol (extrapolated from 4 Hr. LC50): Male Rat: 10.6 mg/l (analytical); Female Rat: 11.0 mg/l (analytical)

EYE EFFECTS.....: Rabbit: Only minimal irritation to the conjunctiva was observed with all remarkable irritation resolving by 24 hours.

SKIN EFFECTS.....: Rabbit: Slight dermal irritant.

SENSITIZATION.....: Guinea Pig: Not a dermal sensitizer.

SUBCHRONIC TOXICITY....: In a 3 week dermal toxicity study, rabbits were treated with the active ingredient, imidacloprid, at the limit dose level of 1000 mg/kg for 6 hours/day, 5 days/week. There were no local or systemic effects observed at any of the levels tested. The no-observed-effect-level (NOEL) was 1000 mg/kg. In a 4 week inhalation study, rats were exposed to dust concentrations of imidacloprid at 5.5, 30.5 and 191.2 mg/cubic meter for 6 hours/day, 5 days/week. Effects observed at the high concentration included

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XII. ANIMAL TOXICITY DATA (Continued)

decreased body weight gains, decreased heart and thymus weights, increased liver weights, and induction of the hepatic mixed-function oxidases. Histopathological examinations did not reveal any organ damage or local injury to the respiratory tract. The NOEL was 5.5 mg/cubic meter based on induction of the hepatic mixed-function oxidases.

CHRONIC TOXICITY.....: Dogs were administered imidacloprid for 1 year at dietary concentrations of 200, 500 or 1250 ppm. Due to the lack of significant effects, the high dose was increased to 2500 ppm at 17 weeks for the remainder of the study. Effects observed at the high dose included decreased food consumption, increased liver weights and elevated serum chemistries. The NOEL was 500 ppm. In chronic studies using rats, imidacloprid was administered for 2 years to rats at dietary concentrations of 100, 300, 900 or 1800 ppm. Histopathology examinations revealed an increased incidence of mineralization in the colloid of the thyroid follicles at concentrations of 300 ppm and greater. At 1800 ppm, there were changes in the serum chemistries and a slight increase in the incidence of parafollicular hyperplasia seen in the thyroids. Body weight gains were reduced at 900 and 1800 ppm. The overall NOEL was 100 ppm.

CARCINOGENICITY.....: Imidacloprid was investigated for carcinogenicity in chronic feeding studies using mice and rats at maximum levels of 2000 and 1800 ppm, respectively. There was no evidence of a carcinogenic potential observed in either species.

MUTAGENICITY.....: The imidacloprid mutagenicity studies, taken collectively, demonstrate that the active ingredient is not genotoxic or mutagenic.

DEVELOPMENTAL TOXICITY: In a teratology study using rats, imidacloprid was administered by oral gavage during gestation at doses of 10, 30 or 100 mg/kg. At the maternally toxic dose of 100 mg/kg, skeletal examinations of the fetuses revealed a slight increase in the incidence of wavy ribs. The NOELs for maternal and developmental toxicity were 10 and 30 mg/kg, respectively. Teratogenic effects were not observed at any of the doses tested. Rabbits were administered imidacloprid during gestation at oral doses of 8, 24 or 72 mg/kg. At the maternally toxic dose of 72 mg/kg, reduced body weights and delayed skeletal ossification were observed in the fetuses. The NOELs for maternal and developmental toxicity were 8 and 24 mg/kg, respectively. Teratogenic effects were not observed at any of the doses tested.

REPRODUCTION.....: In a reproduction study, imidacloprid was administered to rats for 2 generations at dietary concentrations of 100, 250 or 700 ppm. Offspring at 700 ppm, exhibited reduced mean body weights and body weight gain. No other reproductive effects were observed. The maternal and reproductive NOELs were 100 and 250 ppm, respectively.

NEUROTOXICITY.....: In an acute oral neurotoxicity study using rats, imidacloprid was administered as a single dose at concentrations of 42, 151 or 307 mg/kg. Clinical observations and neurotoxicity evaluations were performed over a period of 15 days followed by a neurohistopathological examination. Deaths attributed to imidacloprid were observed at the high dose within a day of treatment. The NOEL for motor and locomotor activity was 42 mg/kg for males. Females at the low dose exhibited minimal decrease in activity in the figure-eight maze. In a subsequent study, the NOEL for motor and locomotor activity in females was 20 mg/kg. The NOEL for neurotoxicity was 307 mg/kg based on the absence of treatment-related microscopic lesions in skeletal

XV. APPROVALS:

REASON FOR ISSUE.....: Add neurotoxicity data (Section XII)
PREPARED BY.....: V. C. Standart
APPROVED BY.....: D. C. Eberhart
TITLE.....: Product Safety Manager
APPROVAL DATE.....: 09/23/94
SUPERSEDES DATE.....: 07/20/94
MSDS NUMBER.....: 15961

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94-2167 IL, CHICAGO 11/02/99
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 REGISTER OF WAGE DETERMINATION UNDER U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor WAGE AND HOUR DIVISION
 Washington, D.C. 20210
 Wage Determination No.: 94-2167
 Revision No.: 17
 Division of Wage Determinations Date of Last Revision: 10/27/1999

State): Illinois
 Areas: Illinois COUNTIES OF Boone, Cook, De Kalb, Du Page, Kane, Lake, Lee, McHenry, Ogle, Stephenson, Winnebago

** Fringe Benefits Required For All Occupations Included In
 This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 8.42
01012 Accounting Clerk II	\$ 10.16
01013 Accounting Clerk III	\$ 12.19
01014 Accounting Clerk IV	\$ 14.36
01030 Court Reporter	\$ 12.95
01050 Dispatcher, Motor Vehicle	\$ 12.72
01060 Document Preparation Clerk	\$ 10.51
01070 Messenger (Courier)	\$ 8.87
01090 Duplicating Machine Operator	\$ 10.51
01110 Film/Tape Librarian	\$ 11.37
01115 General Clerk I	\$ 10.03
01116 General Clerk II	\$ 10.49
01117 General Clerk III	\$ 12.60
01118 General Clerk IV	\$ 14.78
01120 Housing Referral Assistant	\$ 16.41
01131 Key Entry Operator I	\$ 9.32
01132 Key Entry Operator II	\$ 12.63
01191 Order Clerk I	\$ 10.47
01192 Order Clerk II	\$ 13.32
01261 Personnel Assistant (Employment) I	\$ 10.82
01262 Personnel Assistant (Employment) II	\$ 12.16
01263 Personnel Assistant (Employment) III	\$ 15.38
01264 Personnel Assistant (Employment) IV	\$ 16.93
01270 Production Control Clerk	\$ 15.18
01290 Rental Clerk	\$ 11.37
01300 Scheduler, Maintenance	\$ 12.34
01311 Secretary I	\$ 12.34
01312 Secretary II	\$ 14.05
01313 Secretary III	\$ 16.41
01314 Secretary IV	\$ 18.85
01315 Secretary V	\$ 23.07
01320 Service Order Dispatcher	\$ 11.73
01341 Stenographer I	\$ 11.35
01342 Stenographer II	\$ 12.75
01400 Supply Technician	\$ 17.12
01420 Survey Worker (Interviewer)	\$ 12.95
01460 Switchboard Operator-Receptionist	\$ 9.24
01510 Test Examiner	\$ 14.05
01520 Test Proctor	\$ 14.05
01531 Travel Clerk I	\$ 8.96

01532 Travel Clerk II	\$ 9.70
01533 Travel Clerk III	\$ 10.48
01611 Word Processor I	\$ 10.67
01612 Word Processor II	\$ 13.94
01613 Word Processor III	\$ 16.98

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 10.52
03041 Computer Operator I	\$ 12.10
03042 Computer Operator II	\$ 13.52
03043 Computer Operator III	\$ 16.54
03044 Computer Operator IV	\$ 18.80
03045 Computer Operator V	\$ 20.82
03071 Computer Programmer I 1/	\$ 18.02
03072 Computer Programmer II 1/	\$ 19.40
03073 Computer Programmer III 1/	\$ 22.70
03074 Computer Programmer IV 1/	\$ 27.62
03101 Computer Systems Analyst I 1/	\$ 21.67
03102 Computer Systems Analyst II 1/	\$ 24.64
03103 Computer Systems Analyst III 1/	\$ 27.62
03160 Peripheral Equipment Operator	\$ 12.10

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 19.29
05010 Automotive Glass Installer	\$ 17.60
05040 Automotive Worker	\$ 17.60
05070 Electrician, Automotive	\$ 18.45
05100 Mobile Equipment Servicer	\$ 15.92
05130 Motor Equipment Metal Mechanic	\$ 19.29
05160 Motor Equipment Metal Worker	\$ 17.60
05190 Motor Vehicle Mechanic	\$ 19.29
05220 Motor Vehicle Mechanic Helper	\$ 15.06
05250 Motor Vehicle Upholstery Worker	\$ 16.77
05280 Motor Vehicle Wrecker	\$ 17.60
05310 Painter, Automotive	\$ 18.45
05340 Radiator Repair Specialist	\$ 17.60
05370 Tire Repairer	\$ 15.92
05400 Transmission Repair Specialist	\$ 19.29

Food Preparation and Service Occupations:

07010 Baker	\$ 12.62
07041 Cook I	\$ 11.55
07042 Cook II	\$ 12.62
07070 Dishwasher	\$ 8.94
07100 Food Service Worker (Cafeteria Worker)	\$ 8.94
07130 Meat Cutter	\$ 12.62
07250 Waiter/Waitress	\$ 9.62

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 18.45
09040 Furniture Handler	\$ 13.36
09070 Furniture Refinisher	\$ 18.45
09100 Furniture Refinisher Helper	\$ 15.06
09110 Furniture Repairer, Minor	\$ 16.77
09130 Upholsterer	\$ 18.45

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 8.94
11060 Elevator Operator	\$ 10.28

11090 Gardener	\$ 13.23
11121 Housekeeping Aide I	\$ 8.40
11122 Housekeeping Aide II	\$ 9.04
11150 Janitor	\$ 8.94
11210 Laborer, Grounds Maintenance	\$ 11.02
11240 Maid or Houseman	\$ 8.25
11270 Pest Controller	\$ 12.11
11300 Refuse Collector	\$ 10.28
11330 Tractor Operator	\$ 12.35
11360 Window Cleaner	\$ 9.62

Health Occupations:

12020 Dental Assistant	\$ 10.47
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 13.48
12071 Licensed Practical Nurse I	\$ 12.14
12072 Licensed Practical Nurse II	\$ 13.64
12073 Licensed Practical Nurse III	\$ 15.25
12100 Medical Assistant	\$ 10.74
12130 Medical Laboratory Technician	\$ 10.74
12160 Medical Record Clerk	\$ 10.74
12190 Medical Record Technician	\$ 12.94
12221 Nursing Assistant I	\$ 6.63
12222 Nursing Assistant II	\$ 7.44
12223 Nursing Assistant III	\$ 8.12
12224 Nursing Assistant IV	\$ 9.12
12250 Pharmacy Technician	\$ 11.65
12280 Phlebotomist	\$ 9.75
12311 Registered Nurse I	\$ 12.97
12312 Registered Nurse II	\$ 20.00
12313 Registered Nurse II, Specialist	\$ 20.25
12314 Registered Nurse III	\$ 24.99
12315 Registered Nurse III, Anesthetist	\$ 24.99
12316 Registered Nurse IV	\$ 26.88

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 17.37
13011 Exhibits Specialist I	\$ 15.91
13012 Exhibits Specialist II	\$ 19.71
13013 Exhibits Specialist III	\$ 24.11
13041 Illustrator I	\$ 15.91
13042 Illustrator II	\$ 19.71
13043 Illustrator III	\$ 24.11
13047 Librarian	\$ 20.79
13050 Library Technician	\$ 14.98
13071 Photographer I	\$ 14.16
13072 Photographer II	\$ 15.91
13073 Photographer III	\$ 19.71
13074 Photographer IV	\$ 24.11
13075 Photographer V	\$ 29.17

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 6.34
15030 Counter Attendant	\$ 6.34
15040 Dry Cleaner	\$ 8.60
15070 Finisher, Flatwork, Machine	\$ 6.34
15090 Presser, Hand	\$ 6.34
15100 Presser, Machine, Drycleaning	\$ 6.34
15130 Presser, Machine, Shirts	\$ 6.34
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.34
15190 Sewing Machine Operator	\$ 9.30
15220 Tailor	\$ 9.99

15250 Washer, Machine	\$ 7.11
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom)	\$ 18.45
19040 Tool and Die Maker	\$ 21.75
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator	\$ 16.64
21020 Material Coordinator	\$ 19.07
21030 Material Expediter	\$ 19.07
21040 Material Handling Laborer	\$ 13.83
21050 Order Filler	\$ 10.59
21071 Forklift Operator	\$ 13.83
21080 Production Line Worker (Food Processing)	\$ 12.55
21100 Shipping/Receiving Clerk	\$ 12.13
21130 Shipping Packer	\$ 12.13
21140 Store Worker I	\$ 10.37
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 12.76
21210 Tools and Parts Attendant	\$ 15.70
21400 Warehouse Specialist	\$ 14.15
Mechanics and Maintenance and Repair Occupations:	
23010 Aircraft Mechanic	\$ 19.29
23040 Aircraft Mechanic Helper	\$ 15.06
23050 Aircraft Quality Control Inspector	\$ 20.04
23060 Aircraft Servicer	\$ 16.77
23070 Aircraft Worker	\$ 17.60
23100 Appliance Mechanic	\$ 18.45
23120 Bicycle Repairer	\$ 15.92
23125 Cable Splicer	\$ 20.27
23130 Carpenter, Maintenance	\$ 21.22
23140 Carpet Layer	\$ 17.60
23160 Electrician, Maintenance	\$ 23.77
23181 Electronics Technician, Maintenance I	\$ 17.86
23182 Electronics Technician, Maintenance II	\$ 18.62
23183 Electronics Technician, Maintenance III	\$ 21.17
23260 Fabric Worker	\$ 16.77
23290 Fire Alarm System Mechanic	\$ 19.29
23310 Fire Extinguisher Repairer	\$ 15.92
23340 Fuel Distribution System Mechanic	\$ 19.29
23370 General Maintenance Worker	\$ 15.53
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 19.29
23430 Heavy Equipment Mechanic	\$ 19.29
23440 Heavy Equipment Operator	\$ 22.61
23460 Instrument Mechanic	\$ 19.29
23470 Laborer	\$ 10.05
23500 Locksmith	\$ 18.45
23530 Machinery Maintenance Mechanic	\$ 19.29
23550 Machinist, Maintenance	\$ 19.87
23580 Maintenance Trades Helper	\$ 13.50
23640 Millwright	\$ 21.18
23700 Office Appliance Repairer	\$ 19.29
23740 Painter, Aircraft	\$ 19.29
23760 Painter, Maintenance	\$ 19.29
23790 Pipefitter, Maintenance	\$ 24.67
23800 Plumber, Maintenance	\$ 22.18
23820 Pneudraulic Systems Mechanic	\$ 19.29
23850 Rigger	\$ 22.18
23870 Scale Mechanic	\$ 17.60
23890 Sheet-Metal Worker, Maintenance	\$ 21.56
23910 Small Engine Mechanic	\$ 17.60

23930 Telecommunications Mechanic I	\$ 20.27
23931 Telecommunications Mechanic II	\$ 21.06
23950 Telephone Lineman	\$ 20.27
23960 Welder, Combination, Maintenance	\$ 19.29
23965 Well Driller	\$ 22.18
23970 Woodcraft Worker	\$ 19.29
23980 Woodworker	\$ 15.83

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.33
24580 Child Care Center Clerk	\$ 11.94
24600 Chore Aide	\$ 8.33
24630 Homemaker	\$ 13.26

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 19.29
25040 Sewage Plant Operator	\$ 18.45
25070 Stationary Engineer	\$ 20.42
25190 Ventilation Equipment Tender	\$ 15.06
25210 Water Treatment Plant Operator	\$ 18.45

Protective Service Occupations:

27004 Alarm Monitor	\$ 12.91
27006 Corrections Officer	\$ 18.29
27010 Court Security Officer	\$ 18.29
27040 Detention Officer	\$ 18.29
27070 Firefighter	\$ 18.29
27101 Guard I	\$ 7.22
27102 Guard II	\$ 12.96
27130 Police Officer	\$ 20.50

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 15.60
28020 Hatch Tender	\$ 14.68
28030 Line Handler	\$ 14.68
28040 Stevedore I	\$ 13.93
28050 Stevedore II	\$ 15.31

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 25.86
29011 Air Traffic Control Specialist, Station 2/	\$ 17.84
29012 Air Traffic Control Specialist, Terminal 2/	\$ 19.65
29023 Archeological Technician I	\$ 14.19
29024 Archeological Technician II	\$ 15.97
29025 Archeological Technician III	\$ 19.71
29030 Cartographic Technician	\$ 22.67
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 21.10
29040 Civil Engineering Technician	\$ 19.71
29061 Drafter I	\$ 11.40
29062 Drafter II	\$ 12.81
29063 Drafter III	\$ 16.23
29064 Drafter IV	\$ 20.11
29081 Engineering Technician I	\$ 10.90
29082 Engineering Technician II	\$ 12.25
29083 Engineering Technician III	\$ 15.59
29084 Engineering Technician IV	\$ 18.65
29085 Engineering Technician V	\$ 23.38
29086 Engineering Technician VI	\$ 28.29
29090 Environmental Technician	\$ 17.70

29100 Flight Simulator/Instructor (Pilot)	\$ 27.59
29150 Graphic Artist	\$ 21.10
29160 Instructor	\$ 20.10
29210 Laboratory Technician	\$ 15.84
29240 Mathematical Technician	\$ 18.65
29361 Paralegal/Legal Assistant I	\$ 12.95
29362 Paralegal/Legal Assistant II	\$ 17.37
29363 Paralegal/Legal Assistant III	\$ 21.25
29364 Paralegal/Legal Assistant IV	\$ 25.71
29390 Photooptics Technician	\$ 18.65
29480 Technical Writer	\$ 22.89
29491 Unexploded Ordnance Technician I	\$ 16.44
29492 Unexploded Ordnance Technician II	\$ 19.89
29493 Unexploded Ordnance Technician III	\$ 23.84
29494 Unexploded Safety Escort	\$ 16.44
29495 Unexploded Sweep Personnel	\$ 16.44
29620 Weather Observer, Senior 3/	\$ 15.97
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.38
29622 Weather Observer, Upper Air 3/	\$ 14.38

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 16.46
31260 Parking and Lot Attendant	\$ 12.16
31290 Shuttle Bus Driver	\$ 15.50
31300 Taxi Driver	\$ 14.67
31361 Truckdriver, Light Truck	\$ 15.50
31362 Truckdriver, Medium Truck	\$ 16.46
31363 Truckdriver, Heavy Truck	\$ 17.44
31364 Truckdriver, Tractor-Trailer	\$ 17.44

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 10.31
99030 Cashier	\$ 7.16
99041 Carnival Equipment Operator	\$ 12.40
99042 Carnival Equipment Repairer	\$ 13.28
99043 Carnival Worker	\$ 8.94
99050 Desk Clerk	\$ 8.33
99095 Embalmer	\$ 17.48
99300 Lifeguard	\$ 8.53
99310 Mortician	\$ 18.20
99350 Park Attendant (Aide)	\$ 10.72
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 8.53
99500 Recreation Specialist	\$ 11.53
99510 Recycling Worker	\$ 12.63
99610 Sales Clerk	\$ 8.09
99620 School Crossing Guard (Crosswalk Attendant)	\$ 8.94
99630 Sports Official	\$ 8.53
99658 Survey Party Chief (Chief of Party)	\$ 13.28
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 10.72
99660 Surveying Aide	\$ 7.82
99690 Swimming Pool Operator	\$ 12.62
99720 Vending Machine Attendant	\$ 10.98
99730 Vending Machine Repairer	\$ 12.62
99740 Vending Machine Repairer Helper	\$ 10.98

** Fringe Benefits Required For All Occupations Included In
This Wage Determination **

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a

contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years; 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all

employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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listing in order proposed classification title); a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that

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94-2375 NY, NEW YORK CITY 06/08/99

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

By direction of the Secretary of Labor

Wage Determination No.: 94-2375

Revision No.: 14

Division of

Wage Determinations

Date of Last Revision: 06/01/1999

State): New York

Areas: New York COUNTIES OF Bronx, Kings, New York, Putnam, Queens,
Richmond, Rockland, Westchester

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 11.35
01012 Accounting Clerk II	\$ 14.16
01013 Accounting Clerk III	\$ 15.73
01014 Accounting Clerk IV	\$ 17.11
01030 Court Reporter	\$ 14.81
01050 Dispatcher, Motor Vehicle	\$ 14.81
01060 Document Preparation Clerk	\$ 13.30
01070 Messenger (Courier)	\$ 10.51
01090 Duplicating Machine Operator	\$ 13.30
01110 Film/Tape Librarian	\$ 14.68
01115 General Clerk I	\$ 10.51
01116 General Clerk II	\$ 10.60
01117 General Clerk III	\$ 13.30
01118 General Clerk IV	\$ 14.12
01120 Housing Referral Assistant	\$ 17.00
01131 Key Entry Operator I	\$ 11.68
01132 Key Entry Operator II	\$ 12.50
01191 Order Clerk I	\$ 10.72
01192 Order Clerk II	\$ 14.16
01261 Personnel Assistant (Employment) I	\$ 12.39
01262 Personnel Assistant (Employment) II	\$ 13.92
01263 Personnel Assistant (Employment) III	\$ 16.08
01264 Personnel Assistant (Employment) IV	\$ 17.39
01270 Production Control Clerk	\$ 17.00
01290 Rental Clerk	\$ 14.68
01300 Scheduler, Maintenance	\$ 14.68
01311 Secretary I	\$ 14.68
01312 Secretary II	\$ 14.81
01313 Secretary III	\$ 17.00
01314 Secretary IV	\$ 19.67
01315 Secretary V	\$ 22.99
01320 Service Order Dispatcher	\$ 14.68
01341 Stenographer I	\$ 13.07
01342 Stenographer II	\$ 14.68
01400 Supply Technician	\$ 19.67
01420 Survey Worker (Interviewer)	\$ 14.81
01460 Switchboard Operator-Receptionist	\$ 11.54
01510 Test Examiner	\$ 14.81
01520 Test Proctor	\$ 14.81
01531 Travel Clerk I	\$ 10.25

01532	Travel Clerk II	\$ 11.11
01533	Travel Clerk III	\$ 12.05
01611	Word Processor I	\$ 13.04
01612	Word Processor II	\$ 13.95
01613	Word Processor III	\$ 17.16

Automatic Data Processing Occupations:

03010	Computer Data Librarian	\$ 13.39
03041	Computer Operator I	\$ 12.60
03042	Computer Operator II	\$ 14.42
03043	Computer Operator III	\$ 17.65
03044	Computer Operator IV	\$ 22.13
03045	Computer Operator V	\$ 22.43
03071	Computer Programmer I 1/	\$ 17.69
03072	Computer Programmer II 1/	\$ 21.61
03073	Computer Programmer III 1/	\$ 25.00
03074	Computer Programmer IV 1/	\$ 27.62
03101	Computer Systems Analyst I 1/	\$ 21.41
03102	Computer Systems Analyst II 1/	\$ 26.70
03103	Computer Systems Analyst III 1/	\$ 27.62
03160	Peripheral Equipment Operator	\$ 12.87

Automotive Service Occupations:

05005	Automobile Body Repairer, Fiberglass	\$ 21.51
05010	Automotive Glass Installer	\$ 19.83
05040	Automotive Worker	\$ 19.83
05070	Electrician, Automotive	\$ 20.71
05100	Mobile Equipment Servicer	\$ 18.22
05130	Motor Equipment Metal Mechanic	\$ 21.51
05160	Motor Equipment Metal Worker	\$ 18.83
05190	Motor Vehicle Mechanic	\$ 21.51
05220	Motor Vehicle Mechanic Helper	\$ 17.38
05250	Motor Vehicle Upholstery Worker	\$ 19.04
05280	Motor Vehicle Wrecker	\$ 19.83
05310	Painter, Automotive	\$ 20.71
05340	Radiator Repair Specialist	\$ 19.83
05370	Tire Repairer	\$ 18.22
05400	Transmission Repair Specialist	\$ 21.51

Food Preparation and Service Occupations:

07010	Baker	\$ 18.89
07041	Cook I	\$ 17.36
07042	Cook II	\$ 18.89
07070	Dishwasher	\$ 14.17
07100	Food Service Worker (Cafeteria Worker)	\$ 14.17
07130	Meat Cutter	\$ 18.89
07250	Waiter/Waitress	\$ 14.98

Furniture Maintenance and Repair Occupations:

09010	Electrostatic Spray Painter	\$ 19.45
09040	Furniture Handler	\$ 14.78
09070	Furniture Refinisher	\$ 19.45
09100	Furniture Refinisher Helper	\$ 16.33
09110	Furniture Repairer, Minor	\$ 17.88
09130	Upholsterer	\$ 19.45

General Service and Support Occupations:

11030	Cleaner, Vehicles	\$ 14.17
11060	Elevator Operator	\$ 14.17

11090 Gardener	\$ 17.36
11121 Housekeeping Aide I	\$ 13.26
11122 Housekeeping Aide II	\$ 14.17
11150 Janitor 2/	\$ 14.17
11210 Laborer, Grounds Maintenance	\$ 14.98
11240 Maid or Houseman	\$ 13.26
11270 Pest Controller	\$ 18.12
11300 Refuse Collector 3/	\$ 14.17
11330 Tractor Operator	\$ 16.55
11360 Window Cleaner	\$ 14.98

Health Occupations:

12020 Dental Assistant	\$ 10.50
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 13.31
12071 Licensed Practical Nurse I	\$ 13.95
12072 Licensed Practical Nurse II	\$ 15.68
12073 Licensed Practical Nurse III	\$ 17.53
12100 Medical Assistant	\$ 9.39
12130 Medical Laboratory Technician	\$ 9.39
12160 Medical Record Clerk	\$ 9.39
12190 Medical Record Technician	\$ 13.01
12221 Nursing Assistant I	\$ 6.82
12222 Nursing Assistant II	\$ 11.54
12223 Nursing Assistant III	\$ 12.59
12224 Nursing Assistant IV	\$ 14.15
12250 Pharmacy Technician	\$ 11.71
12280 Phlebotomist	\$ 9.39
12311 Registered Nurse I	\$ 18.88
12312 Registered Nurse II	\$ 25.25
12313 Registered Nurse II, Specialist	\$ 25.25
12314 Registered Nurse III	\$ 27.18
12315 Registered Nurse III, Anesthetist	\$ 27.18
12316 Registered Nurse IV	\$ 29.71

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 19.67
13011 Exhibits Specialist I	\$ 15.99
13012 Exhibits Specialist II	\$ 16.98
13013 Exhibits Specialist III	\$ 19.16
13041 Illustrator I	\$ 15.99
13042 Illustrator II	\$ 16.98
13043 Illustrator III	\$ 19.16
13047 Librarian	\$ 22.99
13050 Library Technician	\$ 14.81
13071 Photographer I	\$ 13.36
13072 Photographer II	\$ 15.99
13073 Photographer III	\$ 16.98
13074 Photographer IV	\$ 19.16
13075 Photographer V	\$ 23.17

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 7.45
15030 Counter Attendant	\$ 7.45
15040 Dry Cleaner	\$ 9.47
15070 Finisher, Flatwork, Machine	\$ 7.45
15090 Presser, Hand	\$ 7.45
15100 Presser, Machine, Drycleaning	\$ 7.45
15130 Presser, Machine, Shirts	\$ 7.45
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 7.45
15190 Sewing Machine Operator	\$ 10.17
15220 Tailor	\$ 10.93

15250 Washer, Machine	\$ 8.23
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom)	\$ 19.45
19040 Tool and Die Maker	\$ 22.56
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator	\$ 17.13
21020 Material Coordinator	\$ 15.63
21030 Material Expediter	\$ 15.63
21040 Material Handling Laborer	\$ 15.27
21050 Order Filler	\$ 13.68
21071 Forklift Operator	\$ 15.69
21080 Production Line Worker (Food Processing)	\$ 14.27
21100 Shipping/Receiving Clerk	\$ 11.83
21130 Shipping Packer	\$ 11.83
21140 Store Worker I	\$ 10.58
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.84
21210 Tools and Parts Attendant	\$ 15.85
21400 Warehouse Specialist	\$ 13.09
Mechanics and Maintenance and Repair Occupations:	
23010 Aircraft Mechanic	\$ 20.22
23040 Aircraft Mechanic Helper	\$ 16.33
23050 Aircraft Quality Control Inspector	\$ 21.00
23060 Aircraft Servicer	\$ 17.88
23070 Aircraft Worker	\$ 18.65
23100 Appliance Mechanic	\$ 19.45
23120 Bicycle Repairer	\$ 17.13
23125 Cable Splicer	\$ 20.22
23130 Carpenter, Maintenance	\$ 19.45
23140 Carpet Layer	\$ 18.65
23160 Electrician, Maintenance	\$ 24.67
23181 Electronics Technician, Maintenance I	\$ 14.17
23182 Electronics Technician, Maintenance II	\$ 19.45
23183 Electronics Technician, Maintenance III	\$ 20.76
23260 Fabric Worker	\$ 17.88
23290 Fire Alarm System Mechanic	\$ 20.22
23310 Fire Extinguisher Repairer	\$ 17.13
23340 Fuel Distribution System Mechanic	\$ 20.22
23370 General Maintenance Worker	\$ 18.34
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 20.22
23430 Heavy Equipment Mechanic	\$ 20.22
23440 Heavy Equipment Operator	\$ 20.22
23460 Instrument Mechanic	\$ 20.22
23470 Laborer	\$ 14.53
23500 Locksmith	\$ 19.62
23530 Machinery Maintenance Mechanic	\$ 19.70
23550 Machinist, Maintenance	\$ 20.11
23580 Maintenance Trades Helper	\$ 16.33
23640 Millwright	\$ 20.22
23700 Office Appliance Repairer	\$ 19.45
23740 Painter, Aircraft	\$ 19.45
23760 Painter, Maintenance	\$ 19.45
23790 Pipefitter, Maintenance	\$ 24.98
23800 Plumber, Maintenance	\$ 19.45
23820 Pneudraulic Systems Mechanic	\$ 20.22
23850 Rigger	\$ 20.22
23870 Scale Mechanic	\$ 18.65
23890 Sheet-Metal Worker, Maintenance	\$ 23.25
23910 Small Engine Mechanic	\$ 18.65

23930 Telecommunications Mechanic I	\$ 20.22
23931 Telecommunications Mechanic II	\$ 23.55
23950 Telephone Lineman	\$ 20.22
23960 Welder, Combination, Maintenance	\$ 20.22
23965 Well Driller	\$ 20.22
23970 Woodcraft Worker	\$ 20.22
23980 Woodworker	\$ 17.13

Personal Needs Occupations:

24570 Child Care Attendant	\$ 12.97
24580 Child Care Center Clerk	\$ 16.17
24600 Chore Aide	\$ 12.24
24630 Homemaker	\$ 17.96

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 20.22
25040 Sewage Plant Operator	\$ 19.45
25070 Stationary Engineer	\$ 20.22
25190 Ventilation Equipment Tender	\$ 16.33
25210 Water Treatment Plant Operator	\$ 19.45

Protective Service Occupations:

27004 Alarm Monitor	\$ 13.04
27006 Corrections Officer	\$ 19.21
27010 Court Security Officer	\$ 19.21
27040 Detention Officer	\$ 19.21
27070 Firefighter	\$ 19.98
27101 Guard I	\$ 8.09
27102 Guard II	\$ 13.04
27130 Police Officer	\$ 19.80

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 16.30
28020 Hatch Tender	\$ 16.30
28030 Line Handler	\$ 16.30
28040 Stevedore I	\$ 15.63
28050 Stevedore II	\$ 17.00

Technical Occupations:

29010 Air Traffic Control Specialist, Center 4/	\$ 25.03
29011 Air Traffic Control Specialist, Station 4/	\$ 17.26
29012 Air Traffic Control Specialist, Terminal 4/	\$ 19.02
29023 Archeological Technician I	\$ 12.26
29024 Archeological Technician II	\$ 13.71
29025 Archeological Technician III	\$ 16.98
29030 Cartographic Technician	\$ 16.98
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 21.41
29040 Civil Engineering Technician	\$ 16.98
29061 Drafter I	\$ 12.15
29062 Drafter II	\$ 13.36
29063 Drafter III	\$ 15.99
29064 Drafter IV	\$ 16.98
29081 Engineering Technician I	\$ 13.00
29082 Engineering Technician II	\$ 15.00
29083 Engineering Technician III	\$ 18.38
29084 Engineering Technician IV	\$ 19.52
29085 Engineering Technician V	\$ 22.03
29086 Engineering Technician VI	\$ 24.00
29090 Environmental Technician	\$ 22.13

29100	Flight Simulator/Instructor (Pilot)	\$ 26.70
29150	Graphic Artist	\$ 21.41
29160	Instructor	\$ 21.41
29210	Laboratory Technician	\$ 17.65
29240	Mathematical Technician	\$ 19.52
29361	Paralegal/Legal Assistant I	\$ 14.81
29362	Paralegal/Legal Assistant II	\$ 19.23
29363	Paralegal/Legal Assistant III	\$ 23.52
29364	Paralegal/Legal Assistant IV	\$ 28.46
29390	Photooptics Technician	\$ 19.52
29480	Technical Writer	\$ 23.69
29491	Unexploded Ordnance Technician I	\$ 15.91
29492	Unexploded Ordnance Technician II	\$ 19.25
29493	Unexploded Ordnance Technician III	\$ 23.08
29494	Unexploded Safety Escort	\$ 15.91
29495	Unexploded Sweep Personnel	\$ 15.91
29620	Weather Observer, Senior 5/	\$ 19.60
29621	Weather Observer, Combined Upper Air & Surface Programs 5/	\$ 17.65
29622	Weather Observer, Upper Air 5/	\$ 17.65

Transportation/Mobile Equipment Operation Occups:

31030	Bus Driver	\$ 15.55
31260	Parking and Lot Attendant	\$ 10.60
31290	Shuttle Bus Driver	\$ 12.97
31300	Taxi Driver	\$ 14.33
31361	Truckdriver, Light Truck	\$ 14.91
31362	Truckdriver, Medium Truck	\$ 16.25
31363	Truckdriver, Heavy Truck	\$ 20.80
31364	Truckdriver, Tractor-Trailer	\$ 20.80

Miscellaneous Occupations:

99020	Animal Caretaker	\$ 15.77
99030	Cashier	\$ 10.58
99041	Carnival Equipment Operator	\$ 16.55
99042	Carnival Equipment Repairer	\$ 17.36
99043	Carnival Worker	\$ 14.17
99050	Desk Clerk	\$ 12.97
99095	Embalmer	\$ 17.42
99300	Lifeguard	\$ 11.54
99310	Mortician	\$ 17.42
99350	Park Attendant (Aide)	\$ 14.50
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 11.54
99500	Recreation Specialist	\$ 17.96
99510	Recycling Worker	\$ 16.55
99610	Sales Clerk	\$ 11.54
99620	School Crossing Guard (Crosswalk Attendant)	\$ 14.17
99630	Sports Official	\$ 11.54
99658	Survey Party Chief (Chief of Party)	\$ 17.02
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 15.27
99660	Surveying Aide	\$ 11.14
99690	Swimming Pool Operator	\$ 18.89
99720	Vending Machine Attendant	\$ 12.67
99730	Vending Machine Repairer	\$ 17.04
99740	Vending Machine Repairer Helper	\$ 13.77

** Fringe Benefits Required For All Occupations Included In
This Wage Determination **

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a

contractor or successor; 3 weeks after 5 years; 4 weeks after 10 years; 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

The wage rate applies to Putnam, Rockland, and Westchester counties only.

3/

The wage rate applies to Putnam and Rockland counties only.

4/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

5/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry

cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as

compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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